

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

FRESNO CITY FIREFIGHTERS ASSOCIATION

LOCAL No. 753

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

A.F.L.C.I.O.

(Non-Management Fire - Unit 5)

JULY 1, 2003, TO DECEMBER 31, 2004

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LEGEND

* * *	= deleted old language
[§ deleted]	= section/subsection deleted
[§§ deleted]	= two or more sections/subsections deleted
bold type	= new language

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, hereinafter MOU, entered into between the City of Fresno, hereinafter referred to as the City, and Fresno City Firefighters Association Local 753, International Association of Firefighters, AFL-CIO, hereinafter referred to as the Association, has as its purpose: to establish wages, hours, and other terms and conditions of employment for the members of this Unit.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and except to the extent that a particular word or phrase is otherwise specifically defined in this MOU, the definitions and provisions contained in Sections 2-1501, 2-1601, 2-1701, and 2-1903 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by **Chapter 10 of Division 4 of Title I of the** Government Code (Section *** 3500 et seq., commonly known as the Meyers-Milias-Brown Act), **applicable provisions of the Public Employment Relations Board (PERB)**, Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), **as may be amended from time to time**, and Article 19 of Chapter 2 of the FMC. *** **In** the event of **any** conflict between said laws and this MOU, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL * * *

[§§ deleted]

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 2-1904. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Non-Management Fire Unit, hereinafter Unit, acknowledge that the City shall consider the positions and proposals of the Association as the meet and confer positions and proposals of all employees, individually and collectively, in said Unit.

C. NONDISCRIMINATION

The provisions of this MOU shall apply equally to, and be exercised by, all employees **consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes * * *.**

ARTICLE III
CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section 2-1905, as the same may be amended from time to time. * * *

[§§ deleted]

[§ deleted]

2. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this MOU and not mentioned in paragraph 1.(a) are retained by and reserved to the City **unless explicitly waived by the City by resolution of the Council or by Council approved MOU.**
3. Nothing in this MOU shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
4. This MOU is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. This MOU shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU at least one **(1)** week prior to the last regular **City** Council meeting at which the City budget must be adopted for the ensuing fiscal year **in order to meet the June 30 deadline specified in the City Charter**. In order that the meet and confer process includes adequate time for **full consideration of the proposals of both parties and for** the resolution of any impasse, the City will accept proposals from the Association as early as September 1, **2004** * * * .

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Management Fire Unit consists of all employees holding a permanent position, as defined in FMC Section 2-1601.1(p)(4), in one of the following classes (hereinafter collectively referred to as firefighter, unless specified otherwise), **listed in Exhibit 5 of the current salary resolution, as** * * * such Unit may be modified from time to time * * * **pursuant to the provisions of** the FMC:

*** * * Firefighter Trainee**

Firefighter

Firefighter Specialist

Fire Captain

C. FIREFIGHTER TRAINEE PROGRAM

1. Classification

- a. **The City will create a job classification titled Firefighter Trainee for this program. The Fire Department may hire a maximum of ten (10) additional Firefighter Trainees above the number of vacancies that exist in the Firefighter Class. Employees assigned to a Firefighter Trainee position cannot attain permanent status.**

- b. **A Firefighter Trainee shall be trained in and shall perform the various duties typical of a Firefighter, with the exception that the Firefighter Trainee shall not perform fire suppression or medical aid duties prior to appointment as a firefighter. A Firefighter Trainee may assist in fire inspections, apparatus maintenance and repairs or other duties as assigned.**

2. Recruitment and Retention

- a. **Any employee who is currently a Firefighter Recruit will continue as a Recruit until promoted to Firefighter.**
- b. **Employees occupying the Firefighter Trainee allocated positions shall be required to attend and participate in the City of Fresno Fire Department Academy at the beginning of their appointment.**
- c. **Upon successful completion of the City of Fresno Fire Department Academy, a Firefighter Trainee shall be promoted to a Firefighter position if a vacancy exists. Firefighter Trainees offered a position in the absence of a vacancy will be made aware of their hiring order. Promotions will be made and be based upon the order in which the Firefighter Trainee was hired.**
- d. **If, upon successful completion of the City of Fresno Fire Department Academy, there are no Firefighter vacancies, the remaining Firefighter Trainees shall remain in such class until a position becomes vacant.**
- e. **While serving in a Firefighter Trainee position, the Trainee can be terminated for the good of the service.**

3. Compensation and Benefits

- a. **Employees assigned to the Firefighter Trainee position shall be compensated at the rate of ninety percent (90%) of an A Step Firefighter while attending the City of Fresno Fire Department Academy and shall receive \$14.50 per hour thereafter until appointed to rank of firefighter.**
- b. **Employees assigned to the Firefighter Trainee position shall be assigned to a forty (40) hour workweek beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. Employees daily work schedules may be adjusted to accommodate training provided by the Fire Department.**

- c. **Employees assigned to the Firefighter Trainee position shall be compensated at the overtime rate of time and one-half (1.5) their regular rate of pay for any work over forty (40) hours in a work week.**
- d. **Employees assigned to the Firefighter Trainee position shall be entitled to all benefits afforded to the Firefighters.**
- e. **Retirement benefits for the Firefighter Trainee shall be calculated using the same criteria as that utilized for the Firefighter Recruit job classification. Employee contributions plus interest associated with the contributions would be refunded if the Firefighter Trainee leaves the Fire Department at the completion of the period noted in 2.d., above.**

D. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City **pursuant to FMC Section 2-1914**, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on a successor MOU at least one **(1)** week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year **in order to meet the June 30 deadline specified in the City Charter.**

E. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in this MOU.

F. INFORMATION TO ASSOCIATION

- 1. The City shall provide to the Association:
 - (a) Changes to the Salary Resolution.
 - (b) Changes to Job Specifications for classes in this Unit.
 - (c) Changes to the Administrative Order Manual that effect employees in this Unit.

2. The Fire Department shall provide:
 - (a) Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
 - (b) An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

G. *** * * LOCKOUT AND STRIKE**

1. No lockout of employees shall be instituted by the City during the term of this MOU.

[§ deleted]

2. **Nothing contained in this section is intended to waive or infringe upon any rights guaranteed to any party or entity under the Meyers Milias Brown Act (MMBA), Government Code §§ 3500, et seq., or any other applicable State or Federal law.**
3. **Participation by an employee in an unlawful strike or work stoppage shall subject the employee to disciplinary action, up to and including removal from City service. Participation by an employee in a lawful strike or work stoppage is protected activity and will not subject the employee to disciplinary action.**

H. **BULLETIN BOARDS**

The Association may use designated portions of City Bulletin Boards in City Facilities in which members of this Unit are on duty.

ARTICLE V

SCOPE OF REPRESENTATION **AND GRIEVANCES**

A. GENERAL

[§ deleted]

1. "Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in **FMC** Section 2-1904, and City rights as set forth in **FMC** Section 2-1905 (a), are excluded from the scope of representation.
2. **The Association is the exclusive representative of all employees within the Unit.**

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing **policy, practice, written** City rule or regulation governing personnel practices or working conditions, including this MOU. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge, fact-finding procedure, **or as outlined below.**
2. A written grievance must set forth the rule, * * * regulation, **policy or specific section of the MOU** claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought **or it will be returned to the grievant for appropriate completion before being processed.** Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. **The Committee will be bound by the agreement of the parties regarding timeliness.**
3. The Association may represent firefighters covered by this MOU on a grievance under the grievance procedure.

4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.
5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- (a) The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor **or designee** before a written grievance may be filed.
 - (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, **with a copy being sent to the Labor Relations Division**, within twenty-one (21) calendar days from the time the firefighter becomes aware or should have become aware of the issue or incident giving rise to the problem.
 - (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.

[§ deleted]

Step Two

- (a) Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may, within nine (9) calendar days, file an appeal to the department head **or designee**. The department head **or designee** shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- (b) The City, **the grievant**, and/or **the** Association may mutually agree to waive steps **one (1)** and **two (2)** and proceed directly to hearing by

the **Grievance Advisory** Committee when the issue is one over which the grievant's supervisor or department head has no jurisdiction.

Step Three

- (a) If the grievant is not satisfied with the decision of the department head **or designee**, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the department head's **or designee's** decision to the Grievance Advisory Committee. **The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.**
- (b) The City, **the grievant**, and/or the Association may agree to seek resolution of the grievance through mediation using the services of the State **Mediation and** Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of **the** grievance are automatically extended * * * **as** long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City, **the grievant**, and/or half by the Association.

Step Four

- (a) The Grievance Advisory Committee shall be composed of **(3)** three members: one selected by the Association, one selected by the City and **the Chairperson**. **The Chairperson may be chosen either by * * * mutual * * * agreement * * * of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.**
- (b) From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- (c) The **neutral and** Grievance Advisory Committee shall be bound by the language of the MOU, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them.

The **neutral and** Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The **neutral and** Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to the date of the incident **which gave rise to the grievance.**

- (d) The Grievance Advisory Committee shall conduct a hearing, and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

[§ moved]

Step Five

- (a) The City Manager **or designee** shall review the decision of the department head and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.
- 6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
 - 7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

C. USE OF HEARING OFFICER IN DISCIPLINARY ACTION INITIATED BY CITY

Members may elect the alternative appeal procedure before a hearing officer instead of a hearing before the Civil Service Board, as provided in FMC Section 2-1663.1.

D. IN LIEU OF SUSPENSION

By mutual agreement between the Chief or designee and the affected member, a member suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation credits equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the

conclusion of the appeal process, the City shall reinstate the appropriate amount of forfeited credits. This provision is not subject to the grievance procedure.

ARTICLE VI

*** * * DUES DEDUCTION**

A. GENERAL * * *

1. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a service fee. **Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time. * * ***

[§ deleted]

2. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure except that any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues checkoff are set forth in FMC Section 2-1919, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the members paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card. * * *
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association for the duration of this MOU. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.

4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee **from the employee's paycheck** and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to the City, and give the employee an opportunity to respond within **thirty (30) days**. Certification shall be ***** in the form *** of a letter from the Association** to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.
5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If a member in the Unit desires to revoke ***** a dues deduction authorization card**, a dues deduction revocation shall be made upon a Dues Deduction Revocation card. *******

Dues Deduction Authorization and Revocation cards are available at the Finance **Department** *******, Payroll, and the **Personnel Services Department**. *******

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated **in such authorization**.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

1. The Association member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a nonpay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member ***** deposit with the City *** the amount which would have been deducted if the member had been in a pay status during the pay period**. In the case of a member who is in a nonpay status during only a part of the pay period and **whose *** salary is *** insufficient** to cover other legal and required deductions, no dues deduction or deposit shall be made.

[§ deleted]

D. DUES DEDUCTION CHECK

1. The deduction check covering all such deductions shall be transmitted to:
Fresno City Firefighters Association Local #753, 710 R Street, Fresno,
California 93721, or such address as may be provided to the City by the
Association.
2. The deduction check shall be made in favor of:

Fresno City Firefighters Association Local #753.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this MOU, shall be continued without alteration during the term of this MOU.

B. SALARIES

1. **Except for movement between steps, there shall be no salary increases in FY04 (Exhibit I, Table I).**
2. **Effective July 1, 2004, step adjustments for the classes of Firefighter, Firefighter Specialist and Fire Captain shall be realigned as reflected in Exhibit I, Table II, provided that no incumbent at any step in any class shall suffer a loss in salary. Should the realigned wage be less than the prior wage, incumbents shall retain the prior wage until moving to the next step.**

[§§ deleted]

C. HEALTH AND WELFARE

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the **sole** authority to determine the benefits that will be provided during the term of this MOU. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. **Effective July 1, 2004, the City's contribution will be \$541.50 per month per employee and * * * the employee * * * may opt to contribute the amount necessary to make up the difference of the premium established by the Fresno City Employees Health and Welfare Trust through payroll deductions, or accept a reduced coverage option. * * ***

The parties also agree to work collectively in conjunction with their Board representatives to research and recommend potential cost-saving measures for the Health & Welfare Trust, which may include a choice of health program options based on individual need or preference, including a reduced option equivalent to the City's premium contribution, a separate rate for single employees with no dependents, or other flex plan programs; mandatory generic mail order drug maintenance for employees who require prescription

drug therapy for any period of 90 days or more; or other measures that may be identified as this work progresses.

D. UNIFORM ALLOWANCE

[§§ deleted]

Effective July 1, **2003 * * ***, firefighters shall receive * * * **\$790.00** per year as a uniform purchase and maintenance allowance, * * * and paid **in semi-annual installments on the last pay period in December and June.** * * *

E. OVERTIME, COMPENSATORY TIME OFF AND PREMIUM PAY

1. Overtime:

- (a) Overtime is worked on a voluntary basis except in the event of an emergency such as a multiple alarm, disaster, or any other physical occurrence requiring the services of more than the available on-duty officers and members of the Fire Department, or in the event of an abnormally high number of absences from duty caused by a sudden, unexpected occurrence of a temporary nature such as a flu epidemic or a large number of work related injuries sustained by members of the Fire Department. Voluntary/non-voluntary overtime shall be processed on a rank-for-rank basis. If insufficient personnel is available, the overtime will be ordered to the next lower rank.
- (b) Payment of overtime worked shall be at the rate of time and one-half.
- (c) **Members will be compensated for training and travel time pursuant to the provisions of the Fair Labor Standards Act and City Administrative Orders.**
- (d) Firefighters on vacation or holiday time may be permitted to work available overtime by notifying the department of their desire to work.
- (e) Upon return to the fire station by a crew which has been held over past its normal relief time (i.e., 0800 hours), crew members shall perform those duties necessary to be performed prior to being relieved from duty, as determined by the company commander. The time required for performance of such duties shall be compensated at the applicable overtime rate. The department may promulgate such rules and regulations as may be necessary to provide guidelines for activities required to be performed prior to relief.

- (f) Off-duty firefighters reporting to work outside of their regularly scheduled work shift shall be paid a minimum of two hours at the overtime rate of pay.

On-duty firefighters who have previously agreed to work overtime, which commences at 0800 hours on the shift immediately following the shift that they are working, shall not be eligible for the two-hour minimum. In the event that the overtime period is cancelled or curtailed, the firefighters shall be paid only for the actual time worked.

- (g) Overtime hiring is governed by Fresno Fire Department Instruction No. 67, and may be modified by mutual agreement of the parties.
- (h) Overtime Hours-Conversion Rate Factor - A firefighter regularly assigned to a **fifty-six (56)** hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a **forty (40)** hour workweek schedule shall be compensated at the overtime rate of time and one-half (1.5) times a 1.4 conversion rate factor for each overtime hour worked in the **forty (40)** hour position. In all other instances of overtime worked, a firefighter regularly assigned to a **fifty-six (56)** hour workweek schedule shall not be eligible for overtime compensation at the 1.4 conversion rate factor.

- (1) In addition to the paragraph above, a firefighter regularly assigned to a **fifty-six (56)** hour workweek schedule shall not be eligible for overtime compensation based on conversion to a **forty (40)** hour workweek pay rate for assigned work which is a regular part of suppression line job functions that are not otherwise regularly assigned to **forty (40)** hour workweek schedule firefighters (e.g., including but not limited to, promotional interview boards, suppression line training, emergency medical technician training, light duty, and special projects or committees).

- (2) A firefighter regularly assigned to a **forty (40)** hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by a firefighter regularly assigned to a **fifty-six (56)** hour workweek schedule shall be compensated at the overtime rate of time and one-half (1.5) divided by a 1.4 conversion rate factor for each overtime hour worked in the **fifty-six (56)** hour position. In all other instances of overtime worked, a firefighter regularly assigned to a **forty**

(40) hour workweek schedule shall not be eligible for overtime compensation at the 1.4 conversion rate factor.

2. Compensatory Time Off (CTO):

- (a) Firefighters on a **fifty-six (56)** hour work week may, when working a full 24-hour shift of voluntary overtime, elect to accrue 36 hours ($24 \times 1.5 = 36$) of CTO. Firefighters may only accrue a maximum of * * * **108** hours in any given fiscal year. In the last pay period of each fiscal year, any unused CTO will be carried over to the next fiscal year. This CTO carry over will then be applied towards the * * * **108**-hour maximum accrual.
- (b) Approval of requests for CTO should be secured not less than ten (10) hours in advance of the requested absence. However, in the event of an emergency the **ten (10)** hour notice may be waived with the approval of the Fire Chief or designee. **Firefighters may not replace themselves when using CTO.**
- (c) Firefighters assigned to a **forty (40)** hour work week may elect to accrue CTO at the time and one-half rate in lieu of cash payment for overtime worked, to a maximum balance of **forty-eight (48)** hours. Use of available CTO by **forty (40)** hour firefighters shall be requested and approved in the same manner as vacation. In the last pay period of each fiscal year, any unused CTO will be cashed out by the department at the base/straight time rate of pay.
- (d) The Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.
 - (1) The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all members of the Unit.
 - (2) All vacation and/or holiday leave that is taken for Association business will be deducted from the association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (3) below.
 - (3) In the event the time previously taken is not specified one month prior to the Association officers' next scheduled vacation

period, the time previously taken will be deducted from that vacation period.

- (4) Only time earned in the previous year may be taken for Association business in the following year.
- (e) Firefighters may conduct outside employment when on CTO status.
- (f) Upon receipt of a written request, firefighters shall obtain cash payment of CTO accrued within the fiscal year it was earned at the base/straight time rate in effect at the time of request. Payment will be included with the firefighter's regular paycheck for the pay period following that in which the written request was received by the department. All CTO cash payment requests must be received prior to the last pay period of any given fiscal year. Accrued CTO carried over from one fiscal year to the next shall not be cashed out, but must be taken as CTO.

3. Premium Pay:

There shall not be any stacking of * * * **specialty pay** or staff position assignment premium pays, and firefighters who qualify to receive more than one of these types * * * shall receive only the largest of * * * **these** premium pay amounts.

(a) Hazardous Material Response Team (HMRT) Premium Pay

- (1) **The selection of assignment to the HMRT shall be accomplished by solicitation of interested personnel. The rank/ranks of personnel shall be determined by the staffing needs of the HMRT. Personnel that express an interest shall be evaluated during a selection process and appointed to the HMRT based on the results of that process.**
- (2) * * * **Personnel that are selected for the HMRT shall** attend Hazardous Materials Technician or Specialist training recognized and approved by the California State Fire Marshall's Office at a site designated by the City. The cost of this training shall be at the City's expense.
- (3) * * * **Personnel** must be certified as a Hazardous Materials Technician or Specialist and must choose to be assigned to the designated Hazardous Materials station(s) **for a minimum**

period of two years from the date of such appointment. *
**** In order to continue to remain eligible for HMRT premium**
pay, team members must attend any combination of 36 hours
of approved continuing education classes or HMRT meetings
in a rolling year and the successful completion of a
Hazardous Materials physical provided by the City. The
City agrees to provide a minimum *** **56** hours of training **
* **or** HMRT meetings during that rolling year.

[§ deleted]

- (4) Fire Department Administration reserves the right to deny and/or terminate existing HMRT status to any *** **fire personnel**. The reason(s) for such denial and/or termination shall be provided in writing to the affected *** **person**.
- (5) The Fire Department Administration will endeavor to maintain a **minimum** HMRT staffing level of 9 Fire Captains, 12 Firefighter Specialists and 6 Firefighters. **Fire Administration shall attempt to maintain a minimum daily HMRT staffing level of five (5) persons that are certified to the level of Hazardous Materials Technician or Specialist which will be assigned to the designated Hazardous Materials station(s).**
- (6) All *** **personnel *** assigned on a permanent basis for HMRT *** who are performing the duties required of the assigned team and**, who have completed required training and possess valid certification, shall receive a **premium pay of two hundred-fifty dollars (\$250) per month above the members base rate of pay**, *** prorated and paid on a pay-period-by-pay-period basis. This premium pay is *** pensionable.

(b) Emergency Medical Technician (EMT-1A) Premium Pay

In continued efforts to enhance and upgrade firefighter skills and training, and offer the public enhanced emergency medical services, firefighters, excluding firefighter *** **trainees**, who possess and maintain a valid EMT-1A certificate shall receive \$100 per month, prorated and paid on a pay-period-by-pay-period basis. This premium pay is *** pensionable.

(c) Staff Position Assignments

Firefighters who accept administrative staff assignments, as defined by the Chief or designee, shall receive five percent (5%) of the step "E" monthly salary scale for the class of Fire captain per month, prorated and paid on a pay-period-by-pay-period basis. This premium pay is * * * pensionable.

(d) Technical Rescue Team (TRT) Premium Pay

All personnel selected for TRT assignment who are performing the duties of the assigned team shall receive a premium pay of two hundred-fifty dollars (\$250) per month above the members base rate of pay prorated and paid on a pay-period-by-pay-period basis. This premium pay is pensionable.

(e) **Any other specialty team designated by the Chief, including Geographic Information Systems (GIS) and Communications Team shall receive a premium pay of one hundred twenty-five dollars (\$125) per month above the members base rate of pay prorated and paid on a pay-period-by-pay-period basis. This premium pay is pensionable.**

(f) Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby firefighters may apply for a Summer and/or Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable **under the first or second tier of the City Fire and Police Retirement System.**

(1) Bilingual certification examinations will be conducted two (2) times per year (Summer and Winter). During the examination noticing period, examination applications will be available at the **Personnel Services** Department, * * * Human Resources Division and City department personnel units.

(a) In order to qualify for the Summer examination, the application must be received by the Human Resources Division during the month of May, but no later than the last regular business day of May.

- (b) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (c) Bilingual examination application deadlines are not appealable or grievable.
- (2) Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish and Vietnamese languages.
 - (3) The bilingual premium pay rate for certified permanent firefighters is fifty dollars (\$50) per month, regardless of how many languages for which a * * * firefighter is certified.
- (a) Certified firefighters may interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified firefighter's supervisor.
 - (b) Certified firefighters shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified firefighters may be assigned to any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.
 - (c) Except in the event of an emergency, bilingual firefighters who are not certified shall not be required to interpret/translate.

d. **Acting:**

Due to the Fire Department's staffing requirements, the department shall compensate personnel for acting (in full 24-hour shifts) in vacant positions in Suppression and Emergency Response units beginning with the first shift. Vacant positions are those as defined in the FMC. It is understood that the department does not intend to maintain vacant positions within such units, however, vacant positions do occur in the

above-mentioned units for varying periods of time due to absences of promotional lists and administrative delays in making appointments.

The Fire Department shall also compensate personnel for acting, in full 24-hour shifts, in non-vacant positions beginning with the first shift. It is understood these positions are being filled for absences due to illness, injury, special assignment, vacation, holiday, CTO, etc.

F. LEAVES

1. Holiday Leave

- (a) Firefighters shall accrue, at the **fifty-six (56)** hour rate, **thirteen (13)** hours per month (this is equal to six and one-half (6.5) **twenty-four (24)** hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 2-1513:

January 1.

The third Monday in January.

The third Monday in February.

The last Monday in May.

July 4.

The first Monday in September.

November 11.

Thanksgiving Day in November.

The Friday after Thanksgiving Day November.

December 25.

Employee's Birthday.

Two Personal Business Days.

Any day or part of a day declared by the Council, ordinance or resolution, to be a holiday.

If January 1, July 4, November 11 or December 25 falls upon a Sunday, the Monday following will be observed as the Holiday in lieu of Sunday.

- (b) Firefighters shall be allowed to draw vacation and holiday periods separately, by rank, by departmental seniority, subject to the provisions of FMC Section 2-1510 and Fresno Fire Department Instruction No. 52. Instruction No. 52 may be modified by mutual agreement of the parties.
- (c) Firefighters assigned to a **forty (40)** hour work week schedule may request payment for any holiday leave balance.

- (d) Each firefighter on a 56-hour week will be allowed to utilize * * * **four (4)** earned holiday shifts, subject to the following criteria:
- (1) A firefighter must have a sufficient balance of combined vacation and holiday leave to allow for a scheduled leave of five consecutive shifts in addition to the * * * **four (4)** holiday shifts. Vacation draw periods may be split if a firefighter has accrued a minimum of eight vacation and holiday shifts in addition to the * * * **four (4)** holiday shifts.
 - (2) Firefighters on a 56 hour week wishing to use holiday leave * * * **may** do so in **4-hour to** * * * 24-hour * * * increments and shall provide a replacement of like rank to work the duration of their absence. The replacement shall be paid at the existing overtime rate and shall not be allowed to credit this time to CTO. Approval of requests for holiday leave should be secured not less than 10 hours in advance of the requested absence. However, it may be requested at any time prior to the commencement of a shift. It shall be the replacement's responsibility to work the agreed upon time period.
 - (3) There will be no payoff * * * **of** unused holiday leave **for Firefighters assigned to a fifty-six (56) hour work week schedule**, except at separation from City service.
 - (4) If there are excess on-duty personnel, then holiday reliefs, at the department's option, may be relieved from their obligation to work. Relief of personnel under this subsection is governed by Fresno Fire Department Instruction No. 67, and may be modified by mutual agreement of the parties.
 - (5) On or before May 1 of each year, the department will issue a special notice listing all firefighters who have remaining holiday leave, which is to be taken prior to July 1 of that year.
 - (6) If holiday balances are not used within the appropriate fiscal year, the department will schedule the remaining balance at its own convenience.
 - (7) The department will provide for scheduled absences utilizing the governing staffing factor and agrees to maintain a minimum of three personnel for unscheduled absences.

- (8) **Firefighters may not replace themselves when using unscheduled holidays.**

2. **Annual vacation leave for members of this Unit will be:**

Years of Continuous Employment	Accrual Rate (shifts/year)
Less than 10	6
More than 10 but less than 20	7.5
More than 20 but less than 30	10
More than 30	12

3. Sick Leave

- (a) Firefighters shall accrue sick leave at the rate of **twelve (12)** hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, **Instruction No. 34 shall apply, as well as** the FMC, City administrative orders, policies, procedures, rules and regulations concerning **sick leave usage and administration. * * * In the event of any conflict, Departmental policies and Instruction No. 34 shall apply.** The attendance/health incentive component detailed below also applies.
- (1) Any sick leave used by a firefighter pursuant to MOU Article VII, Section J, shall not make a firefighter ineligible for the attendance/health component detailed in this section who would otherwise be eligible, except that any sick leave used pursuant to MOU Article VII, Section J, shall not be considered as "accumulated." A firefighter at service retirement or at a disability retirement if the firefighter is otherwise eligible for service retirement, will be compensated for unused sick leave balances pursuant to eligibility according to the following applicable categories:
- (i) Category 1 - The number of hours of accumulated unused sick leave in excess of 2,000 (1,200 for firefighters on a **forty (40)** hour work schedule) shall be multiplied by the ratio of the number of hours of sick

leave accumulated in the 24-month period prior to retirement, divided by the total number of hours of sick leave credited in that same period, which resulting number of hours shall be compensated at 25% of the firefighter's base/straight time rate of pay for each hour.

- (ii) Category 2 - Notwithstanding Category 1 above, if the firefighter has an accumulated unused sick leave balance of 3,000 (2,000 or more for firefighters on a **forty (40)** hour work schedule) or more hours, the firefighter shall be compensated at 25% of the firefighter's base/straight time rate of pay for each hour without regard to the ratio described in Category 1 above.

(b) **Family Sick Leave**

Firefighters assigned to a forty (40) hour work schedule shall be allowed up to forty-eight (48) hours of accrued sick leave per fiscal year for Family Sick Leave. Firefighters assigned to a fifty-six (56) hour work schedule shall be allowed up to seventy-two (72) hours of accrued sick leave per fiscal year for Family Sick Leave. Family Sick Leave shall be used only for those purposes defined in the California Labor Code. Use of Family Sick Leave shall be authorized and recorded by a department head or designee.

4. **Compensation for Unused Leave**

Firefighters eligible to receive payment for any unused leave balances (i.e., holiday, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a **fifty-six (56)** hour (24-hour shift) basis.

G. **JURY DUTY AND COURT TIME**

Jury Duty - With the permission of the Fire Chief or designee, a firefighter who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such reporting is impractical or would cause the firefighter to be late for jury duty. If the firefighter is required to report for jury duty on the day following a duty shift, the firefighter may be released up to one hour prior to the shifts end, if necessary, to assure timely attendance at jury duty. Firefighters shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Time - The payment of Court time shall be in accordance with FMC Section 2-1511.

H. RELIEF

Firefighters assigned to an apparatus shall be relieved from duty when;

1. The shift ends at 0800 hours or,
2. All firefighters of the oncoming shift assigned to that apparatus at shift change have signed on duty or,
3. An individual firefighter has been specifically relieved.

I. ABSENT WITH RELIEF (AWR)

1. In accordance with section 7 (P)(3) of the Fair Labor Standards Act as discussed in 29 CFR 553.31, and with the approval of the Fire Chief or his designee, a firefighter may attend to Association or other personal matters by providing the City an off-duty firefighter of like rank to work for such absent firefighter. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the firefighter to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Such approval shall not be unreasonably withheld. A firefighter requesting approval of an AWR shall submit a document by which the substitute firefighter assigns to the City an amount of his/her salary equal to the salary which will accrue to the requesting firefighter during his/her absence. Such assignment shall be executed by the City solely for that portion of the requesting firefighter's shift which the substitute firefighter fails to work for any reason. In such event, the failure by the replacement firefighter to report or remain for duty shall not result in any loss of compensation to the requesting firefighter. No loss of compensation shall occur if the replacement provides a substitute firefighter of like rank during his/her absence. Approved AWR's shall not be revoked by the City.
2. No firefighter shall take an AWR for the purpose of other employment, self-employment included.
3. AWR's are governed by Fresno Fire Department Instruction No. 61, and may be modified by mutual agreement of the parties.

J. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 2-1515, a firefighter who suffers an injury/**illness** in the course and scope of City employment shall receive 85 percent of **the firefighter's** full wages or salary. * * *
 - (a) **Compensation for a work related injury or illness shall begin following the first three (3) days, or second twenty-four (24) hour shift, after the employee leaves work as a result of the injury or illness. However, this three (3) day waiting period shall be waived and compensation shall begin on the first day of a work related injury or illness only if:**
 - (1) **the firefighter is hospitalized as an inpatient for at least twenty-four (24) hours; or,**
 - (2) **the employee is absent from work fourteen (14) days or more; or,**
 - (3) **the employee is placed on light duty at any time during the first three (3) days, or second twenty-four (24) hour shift.**
2. **Partial days of absence due to a work related injury or illness, including the day of injury or illness, shall be at full pay and shall not count toward the three (3) day exclusion period; however, this time shall be recorded as work related injury/illness absence.**
3. At the firefighter's option, in the event **work related injury/illness** pay from the City is not provided during the first three (3) days of absence, **or by the second twenty-four (24) hour shift**, due to **the work related injury or illness**, the firefighter may take sick leave, **vacation, holiday, or compensatory time off (CTO)** for that period.
4. **If the firefighter opts to use sick leave, vacation, holiday, or CTO for the first three (3) days, or by the second twenty-four (24) hour shift, and it is later determined that work related injury/illness pay under paragraph 1.(a), above, beginning on the first day of a work related injury or illness is appropriate, the leave time shall be restored to the firefighter and the firefighter's pay or leave balance will be adjusted accordingly.**
5. **If the firefighter is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, holiday, or CTO shall be restored within thirty (30) calendar**

days of such determination, provided the firefighter has submitted all necessary documents relevant to the Workers' Compensation claim and the firefighter placed on work related injury/illness leave as provided herein.

- 6. If a firefighter is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered as outlined in Fresno Fire Department Instruction No. 34, Sick Leave.**
- 7. Retirement benefits shall not be reduced as a result of compensation paid at the 85 percent rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.**
- 8. Taxes shall not be withheld on compensation at the 85 percent rate which is paid due to an injury or illness sustained in the course and scope of employment with the City.** In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the provisions of subsection 1. above regarding salary shall be of no force and effect.
- 9. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.**

K. STARTING STEPS WHEN PROMOTED

Firefighters promoted to the class of Fire Captain shall be appointed to the "C" step of the salary range. Firefighters promoted to the class of Firefighter Specialist shall be appointed at the "D" step of the salary range.

L. TRANSFERS

The Fire Department administration shall maintain policies and procedures that regulate transfer processes. Transfer policies and procedures are governed by Fresno Fire Department Instruction No. 91, and may be modified by mutual agreement between the Association and the Fire Chief. When all other considerations are equal, seniority shall be the major factor in making transfers; however, the needs of the service shall be paramount in determining the firefighter

to be transferred from one shift to another or from one station to another, as determined by the Fire Chief or designee.

M. TEMPORARY REASSIGNMENTS

A temporary reassignment is defined as the reassignment of a firefighter, typically for a 24-hour period, in order for the department to meet daily staffing requirements. Although temporary reassignments may extend past the typical 24-hour period, in no case is a temporary reassignment intended to become a permanent transfer. Whenever possible, seniority should be considered.

N. THREE PERSONS FOR 2 HOURS

If staffing on an engine or truck company falls below three (3) for more than two (2) hours, the unit will be placed out of service and the members will be reassigned to other equipment or stations.

[§§ moved]

O. FIRE SUPPRESSION SERVICE DELIVERY

1. The City intends for the members of this Unit to be the providers of fire suppression (not including Fresno Yosemite International airport) to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department. Reduction in staffing levels shall be accomplished by attrition.
2. Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

P. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook).

Q. HOURS OF WORK AND SCHEDULES

1. The workweek for the City begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8 and

or 4/10 with that of a **twenty-four (24)** hour schedule, or vice versa, utilizes a conversion factor of 1.5.

2. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
3. For 5/8 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.
 - (a) Firefighters temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8 or 4/10 workweek schedule, or combination thereof. (Light duty is not considered temporary/permanent administrative tour of duty.) Based on the needs of the service, a firefighters work schedule may be modified with at least five calendar days written notice to the affected firefighters. In the event of an emergency, such work schedule may be modified with less notice.

As determined by the Chief or designee, firefighters assigned to assist with Firefighter Recruit Academy or School will be placed on a 5/8 schedule during this special training period of time.

- (b) The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.
 - (c) For a 5/8 workweek schedule, hours worked in excess of eight hours for a regular work day, or for all hours worked on a first day off, are compensated at one and one-half times the base/straight time rate of pay, and at two times the base/straight time rate of pay for the second day off. For a 4/10 workweek schedule, hours worked in excess of ten hours for a regular work day, or for all hours worked on either both of the first two days off are compensated at one and one-half times the base/straight time rate of pay, and at two times the bases/straight time rate of pay for the third day off.
 - (d) A firefighter working on 5/8 or 4/10 schedule who is required to and does work on a holiday which is a regularly scheduled workday, will receive the firefighter's base/straight time rate of pay.

- (e) Leave requests to take a holiday off are required for all hours scheduled that day. Leave requests for all time off are processed utilizing a conversion factor of 1.5.

[§ deleted]

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. Headings:

MOU article, provision, and paragraph headings (includes exhibits, addendums, attachments and side letters) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of this MOU.

B. References/Citations:

References/citations in this MOU (includes exhibits, addendums, attachments, and side letters) to any existing federal, state, or city ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters) in no way incorporates said references/citations into this MOU, unless so noted.

ARTICLE IX

SAVING CLAUSE/FULL UNDERSTANDING

A. Saving Clause:

In the event any article, section or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

B. Full Understanding:

It is intended that this MOU sets forth the full and entire understanding of the parties, and any previous understanding or * agreements *** by the parties *** regarding all such matters are hereby superseded and terminated in their entirety. With respect to *** side letter *** agreements, any not attached to this MOU are hereby terminated in their entirety. Those side letter agreements attached to this MOU shall *** continue in force *** subject to the terms and conditions set forth *** within each side letter. In the absence of any specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any side letter agreement entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth in the side letter. This paragraph is not intended to prevent either party from relying on discussions which occurred during the meet and confer process for the purpose of clarifying the meaning of this MOU.**

C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, *et. seq.*

ARTICLE X

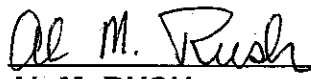
TERMINATION

This MOU shall be in full force and effect from July 1, 2003, through December 31, 2004 * * *, subject to the Sections (A., B. and C.) below.

- A. This MOU shall be effective only after ratification by the members of the Association, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through the * * * **31st** day of * * * **December 2004**.
- B. During the term of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting such modification shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C. During the term of this MOU, either party may refuse such request **by the other to meet and confer** without explanation if **(1)** the item is directly considered **and specifically addressed** herein; or **(2) is directly considered and specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3)** * * * the specific item was included in an **initial** written proposal from the party making the request during the meet and confer process which led to this MOU. It is further agreed, however, that this * * * **Article** shall not prohibit the * * * **parties** from requesting to meet and confer on changes to federal or state statutes referred to or cited in this MOU, in which case the request to meet and confer shall not be refused.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day
of 5-21, 2004.

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:**


AL M. RUSH
Fire Captain/President


CARL DELAP
Fire Captain


JAVIER M. LARA
Firefighter Specialist


MICHAEL P. ZIMMERMAN
Firefighter


PETE FLORES
Firefighter

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

By 
Deputy City Attorney

FOR THE CITY OF FRESNO:


ADELA GONZALEZ
Personnel Director


JORGE C. AGUINIGA
Labor Relations Manager


RANDY BRUEGMAN
Fire Chief


JOEL ARANAZ
Fire Bureau Chief


CIRILO MEDINA
Fire Battalion Chief


SUSAN DERPINGHAUS
Management Analyst III


LORI M. NAJERA
Senior Human Resources Analyst

EXHIBIT I
Non-Management Fire - Unit 5

TABLE I Non-Management Fire - Unit 5 Salaries - Effective July 1, 2003					
STEP	A	B	C	D	E
Firefighter Trainee	3657				
Firefighter	4064	4278	4504	4716	4935
Firefighter Specialist	4861	5014	5176	5377	5582
Fire Captain	5397	5551	5863	6051	6244

TABLE II Non-Management Fire - Unit 5 Salaries - Effective July 1, 2004					
STEP	A	B	C	D	E
Firefighter Trainee	3658				
Firefighter	4064	4306	4553	4788	5101
Firefighter Specialist	4861	5046	5232	5459	5769
Fire Captain	5305	5578	5832	6151	6453